



COLLECTIVE AGREEMENT

Between

THE CORPORATION OF THE TOWN OF LASALLE

(hereinafter called the "Corporation")

OF THE FIRST PART

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 701.1

(hereinafter called the "Union")

OF THE SECOND PART

Contract from January 1, 2022 to December 31, 2026

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ARTICLE 1 – PREAMBLE AND DEFINITIONS

- 1.01 The general purpose of this Agreement is to establish and maintain an orderly collective bargaining relationship between the Corporation and those employees within the bargaining unit covered by this Agreement, to establish wages, hours of work and certain conditions of employment, to provide mechanisms for the prompt and equitable settlement of grievances, and to promote the efficient operations of the Corporation.
- 1.02 The Corporation recognizes the Union as the sole and exclusive bargaining agent for all seasonal municipal outside workers employed by the Corporation of the Town of LaSalle, save and except for supervisors, those above the rank of supervisors, students, temporary employees (in accordance with Article 2.02), Volunteer Firefighters, Administrative Assistants, grant employees, part time employees (including Front Desk, Janitorial Assistant, Aquatic Team Leader, Program Team Leader, Fitness Team Leader, Lifeguard/Instructor, Program Leader/Party Attendant, Fitness Centre Attendant, Group Exercise/Aquatic fitness instructor, Contract Leadership Instructor, Food Service Worker), and those currently represented by an existing Trade Union.
- 1.03 The Corporation shall discuss with the Union, through its accredited representatives, all matters and grievances which may arise between them during the life of this Collective Agreement and arising hereto. The Vice President of CUPE 701.1 along with the Union President shall participate in all meetings regarding matters pertaining to the bargaining unit and shall be copied on all correspondence issued to the Union involving all matters pertaining to CUPE 701.1 and/or members of the CUPE 701.1 bargaining unit.
- 1.04 COUNCIL shall mean the Council of the Corporation of the Town of LaSalle.
- 1.05 EMPLOYEE shall mean any person in the employ of the Corporation under the supervision of the Council and eligible for membership in the Union in accordance with its local By-Laws.
- 1.06 EXECUTIVE COMMITTEE shall mean all officers of the Union duly elected by the members of the said Union.
- 1.07 UNION shall mean Local 701.1, chartered under the Canadian Union of Public Employees affiliated with the Canadian Labour Congress.
- 1.08 CORPORATION shall mean the Corporation of the Town of LaSalle.
- 1.09 C.A.O. shall mean the Chief Administrative Officer for the Corporation of the Town of LaSalle.
- 1.10 Whenever the singular or masculine are used in this agreement, the same shall be construed as meaning the plural or the feminine where the context or the parties hereto so require.
- 1.11 The phrase "grant employee" shall mean a person who is employed by the Corporation through funding which is provided, in whole or in part, by the Government or by a non-profit organization. Grant employees are not included in the bargaining unit and this Agreement does not apply to grant employees. The employment of a grant employee shall not result in the layoff of a seniority employee.

Prior to the employment of a grant employee, the Corporation will provide the Union with information, in writing, setting out the specifics of the grant program including the amount of funding received, the particulars of the work assignment, the length of the program and the rate of pay.

ARTICLE 2 – UNION MEMBERSHIP

- 2.01 All seasonal employees of the Corporation, as a condition of continuing employment, shall become members in good standing of the Union. All future seasonal employees of the Corporation shall, as a condition of continued employment, become members of the Union.
- 2.02 Temporary employees shall be defined as, within the scope of this agreement, as any job requiring the services of an employee for any of the following reasons: replace a regular employee during periods of temporary absence by reason of illness, injury, disability, pregnancy, parental, adoption leave, a leave of absence, vacation (as provided for under this Collective Agreement).
- 2.03 Temporary employees may be hired for a specific term not to exceed three (3) calendar months, except by mutual agreement between the Corporation and the Union, in writing. The period of employment of such persons will not exceed the absentee's leave.
- 2.04 The temporary employee shall not be entitled to any rights or privileges under the collective agreement unless otherwise stated.
- 2.05 The temporary employee shall not accumulate seniority.
- 2.06 A seasonal employee shall be defined as within the scope of this agreement as a person who may be employed by the Corporation during the period from April 1 to November 30. In the event that April 1 falls on a day other than a Monday, the seasonal employee will be given the option of commencing employment on the Monday of the following week. In the event that November 30th falls on a day other than Friday, the seasonal employee will be given the option of ceasing employment on the Friday of the preceding week.

ARTICLE 3 – UNION SECURITY

- 3.01 All seasonal employees covered by this Agreement, shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction. This shall become effective on the first (1st) day of the month coincident with or next following the date of appointment, but the deduction shall be made only if the employee is still in the employ of the Corporation on the final day of the first pay period in that month. Deductions shall be made in respect of all subsequent months, provided the employee works any part of the month.
- 3.02 The Corporation's Treasurer shall deduct from the pay of every employee as more particularly set forth in Article 3.01 hereof, such sum as may legally constitute the monthly dues as adopted by the Union and shall remit them in the form of a monthly cheque to the Treasurer of the Union.

- 3.03 The Union shall indemnify and save harmless the Corporation, its officers, agents, and/or employees acting on behalf of the Corporation, from any and all claims, demands, actions or causes of action arising out of, or in any way connected with the collection of such dues.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes the rights conferred upon the Corporation by Statute and the right of the Corporation to hire, promote, transfer, suspend or otherwise discipline and discharge any employee subject to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement and subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 4.02 The Union further recognizes the right of the Corporation to operate and manage its business in all respects in accordance with its responsibilities.
- 4.03 The Union also recognizes the right of the Corporation to make and alter, from time to time, the rules and regulations to be observed by the employees provided, however, that such rules and regulations will not be contrary to the provisions of the Agreement.

ARTICLE 5 – REPRESENTATIVE

5.01 (a) Negotiating Committee

- (i) The Corporation recognizes the right of the Union to appoint or elect a Negotiation Committee composed of not more than two (2) members of the bargaining unit, plus the local President, or designate, and a representative from the Canadian Union of Public Employees for the purpose of negotiating the Collective Agreement and amendments thereto. All discussions during such negotiations are confidential and shall in no manner be discussed other than at negotiation meetings unless the parties mutually agree. The Corporation's Negotiating Committee shall consist of no more than four (4) members.
- (ii) In the event of either party wishing to call a meeting of the Committee, the C.A.O. of the Corporation shall be notified. The said meeting shall be held at a time and a place as shall be fixed by mutual agreement. Such meeting, however, must be held not later than fourteen (14) days of such notice being given.
- (iii) It is agreed that the Committee shall be recompensed at their current hourly base rate for time spent in negotiating the Bargaining Agreement during working hours up to and including Conciliation.

(b) Grievance Committee

- (i) A Grievance Committee of not more than two (2) members shall be elected or appointed by the Union. This Committee will deal with any matters properly arising from time to time under the terms of and during the continuation of this Agreement.

- (ii) The Union recognizes and agrees that the Committee members, as set out, have regular duties to perform in connection with their employment, and therefore the business of administering this Agreement will be attended to with the least possible interference with their regular duties.
- (iii) Any representative of the Union of this Committee shall attend meetings with the Corporation, and/or its representatives held within normal working hours without loss of remuneration.

5.02 A steward or other union executive will obtain permission from his/her immediate supervisor before leaving his/her regular duties and, if requested, give reasonable explanation as to the length of time to be spent in the performance of his/her regular Union duties. Such permission shall not be unreasonably withheld.

5.03 The Union agrees to supply the Corporation with the names of members of Committees and to keep such list up to date at all times.

5.04 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Corporation.

ARTICLE 6 – DISCIPLINARY PROCESS

6.01 The parties agree with the value of progressive discipline except for serious offences, single instances of which can result in suspension or termination, discipline will be applied in a progressive manner:

- Verbal discipline
- Written discipline
- Progressively longer suspensions
- Discharge

All of which shall be documented in writing with a copy to the Union steward. A Union steward will be present during all steps of the disciplinary actions, which must take place within 7 days of becoming aware of the situation.

All letters of reprimand shall be removed from an employee's personnel file and not relied upon in future proceedings at the expiration of 18 months after the discipline was issued provided that no further discipline has taken place. This period may be extended for a further period of up to 18 months at the discretion of the CAO, which extension will be based upon the severity of the performance deficiency or the conduct infraction. The employee and the Union will be notified in the event the CAO decides to retain disciplinary letters on file beyond 18 months.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

7.01 It is the mutual desire of the Corporation and the Union that complaints of the employees shall be addressed as quickly as possible and it is understood that an employee has no grievance until he has given to his/her immediate superior an opportunity of resolving his/her complaint.

In discussing such complaint the employee shall be accompanied by an authorized representative of the Union.

- 7.02 Should any misunderstanding or controversy arise between the Corporation and the Union as to the compliance of either party with any of its obligations herein, or should there be any grievance involving the terms of this Agreement by any employee, or group of employees, or the Union, the same shall be handled in the following manner provided, however, that no grievance shall be considered if the alleged circumstances originated or occurred more than ten (10) working days prior to a written grievance in accordance with the procedure set out herein. For the purpose of the Grievance and Arbitration Procedure, working days are defined as those days that Town Hall is open. In the event of a termination of employment, the grievance process shall start at Step 2.

STEP 1

Any employee's complaint which is not settled by his/her immediate superior shall be reduced in writing, on the prescribed forms, signed by such employee and submitted to his/her Department Head, or designate, who shall call a meeting with the grievor and the Union Representative to deal with the grievance and render his/her decision thereon in writing no later than five (5) working days next following the day on which the Department Head, or designate, receives the grievance. At any necessary discussions representing any grievance the employee shall be accompanied by an authorized representative of the Union.

STEP 2

Should the decision of the Department Head, or designate, not be satisfactory to the employee concerned, an appeal therefrom may be lodged in writing and signed by the employee and submitted to the Director of Human Resources, or designate, within five (5) working days of receipt of the Department Head's, or designates decision. The Director of Human Resources, or designate, shall deal with the grievance at a meeting and render his/her decision not later than the fifth (5th) working day next following said meeting. At such meeting the grievor shall be accompanied by an authorized representative of the Union who may make a presentation to the Director of Human Resources, or designate.

STEP 3

Should the decision of the Director of Human Resources, or designate, not be satisfactory to the employee concerned, an appeal therefrom may be lodged in writing and signed by the employee to the C.A.O. within five (5) working days of receipt of the Director of Human Resources, or designates decision. The C.A.O. shall deal with the matter at a scheduled meeting and render his decision not later than the fifth (5th) working day next following said meeting. At such meeting the grieving employee shall be accompanied by an authorized representative of the Union who may make a presentation to the C.A.O.

STEP 4

After exhausting the grievance procedure herein provided, when either party request that a grievance be submitted to arbitration they shall make such request in writing within fifteen (15) working days after the grievance has been dealt with in Step No. 3, addressed to the other party to this agreement. Within five (5) working days thereafter, or such longer period as

mutually agreed upon by the parties, both parties shall agree upon a sole arbitrator. If an arbitrator is not agreed upon within such time limit, either party may request the Ministry of Labour for the Province of Ontario to appoint an arbitrator.

- 7.03 The Arbitrator shall hear and determine the grievance and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify or otherwise amend any part of the Agreement.
- 7.04 It is hereby provided and agreed that there will be no strikes or lockouts during the term of this Agreement.
- 7.05 Any of the times mentioned in the grievance or arbitration proceedings may be extended by written mutual consent of both parties.

ARTICLE 8 – PAID HOLIDAYS

- 8.01 All employees within the scope of this Agreement shall be paid their regular rate of pay for each of the following holidays, provided that the employee is actively at work in accordance with sub-article 2.06:

New Year's Day	Labour Day
Family Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

ARTICLE 9 – VACATIONS

- 9.01 Employees with less than five (5) years of service shall be entitled to vacation pay at the rate of 4% of gross earnings.

Employees with five (5) or more years of service shall be entitled to vacation pay at the rate of 6% of gross earnings.
- 9.02 Vacation pay will be included on each pay cheque, or an employee may elect to have their vacation earnings banked and paid out at a later date upon request. All banked vacation earnings will be paid out no later than the pay period following November 30th.
- 9.03 Employees with less than 5 years of service may request up to 56 hours of unpaid vacation time in each calendar year.

Employees with more than 5 years of service may request up to 80 hours of unpaid vacation time in each calendar year.

Requests must be submitted in writing by the end of the employee's first work week in April and the request will be approved or denied in writing within two (2) weeks and will be based on seniority and operational requirements.

ARTICLE 10 – SENIORITY

10.01 An employee shall serve a probationary period which shall be ninety (90) calendar days within twelve (12) consecutive months from date of hire. In case a Department Head or designate is not prepared at the end of such ninety calendar days to recommend the new employee for permanent employment, the Department Head or designate may, after an interview with the new employee, grant an extension of the probationary period for not more than a further ninety (90) calendar days. Upon successful completion of their probationary period an employee shall have their name placed on the seniority list calculated from the first day of hire. In the event the probationary period is not completed prior to the end of the season, the employer will continue the probationary period when the employee is brought back to work. An employee will only serve one probationary period during the course of their employment if employed in the same classification.

10.02 In the event that two (2) or more employees are hired on the same day seniority shall be determined by the employee's last digit on their Social Insurance card to determine their seniority. Seniority shall be according to the last digit of their Social Insurance number arranged in ascending order, e.g. #1, 2, 3, 4, 5,...9 and 0, number #1 shall have higher seniority than the person whose social insurance number ends with #9 or 0.

10.03 Seniority List

The Corporation shall maintain a seniority list showing the date upon which each employee's service commenced. Any employee may request information from the Corporation relative to his/her own seniority. On reasonable request any officer of the Union will be supplied with a copy of the seniority list and/or with the necessary information relative to seniority and rates of pay of any employee(s) within the scope of this agreement.

10.04 In determining the length of service for the purpose of seniority, continuity of service shall not be considered interrupted if,

- (a) Absence from the Corporation's service for less than twelve (12) months is due to an illness and attested to by a physician's certificate; and in the case of persons confined at home, or in a medical institution, on the termination of his/her sick leave, leave of absence will become automatic and his/her seniority remain unbroken during such prolonged illness.
- (b) Absence from the Corporation's service due to service in any of the armed forces.
- (c) Absence from the Corporation's service due to leave of absence granted by the Employer.
- (d) Absence from the Corporation's service is caused by a lay-off due to re-organization or lack of work where the period in-violate is less than twelve (12) months.

10.05 Seniority shall be broken only for the following reasons:

- (a) If the employee resigns and/or retires.

- (b) If the employee is discharged and is not reinstated through the grievance procedure.
- (c) If the employee is absent for four (4) continuous working days, without notification, it shall be considered he/she has quit, unless such notice is not reasonably possible.
- (d) If the employee is laid off for a period in excess of twelve (12) consecutive months.

ARTICLE 11 – CLASSIFICATION OF EMPLOYEE WAGE

- 11.01 Wages shall be paid in accordance with Schedule “A” attached hereto and forming part of this Collective Agreement.
- 11.02 The Corporation shall pay all employees on a weekly basis. In the event that the Corporation changes pay dates to be bi-weekly, the Corporation shall provide the Union and employees with 60 calendar days notice.
- 11.03 The Corporation further agrees to make available a list of employees, classifying each employee in order of seniority in each classification according to the type of work to be performed in relation to the various wage rates provided.
- 11.04 When a new position is created or changes are made to an existing position, the rate of pay shall be determined by the Corporation and shall be in accordance with the Pay Equity Act.
- 11.05 Retroactivity – Increases in the wage rates shall be retroactive and paid from January 1, 2022 to all current, former, and retired employees in the bargaining unit as of that date, or the start date if hired after January 1, 2022. Any retroactive adjustments will be paid within 90 days of ratification.
- 11.06 Employees will move from one step of the pay grid to the next step in accordance with their anniversary date.

ARTICLE 12 – JOB VACANCIES AND POSTING

- 12.01 (a) In the event that a new position is created or a vacancy occurs within the bargaining unit, the Employer shall post the job on the staff bulletin board for a period of five (5) working days so current bargaining unit employees may apply. The first working day will be the day following the initial posting of the vacancy. The new position or vacancy may be posted simultaneously externally and internally, with preference granted to a qualified bargaining unit employee prior to an external candidate being hired.
- (b) The Employer shall notify the successful applicant within fourteen (14) working days after the posting closes. All other applicants will be notified of their refusal within fourteen (14) days of the close of the posting and will be given the reasons therefore. The successful applicant will be transferred to their new position as soon as reasonably possible.
- (c) The Employer shall provide a copy of job postings to the Secretary of the Union.

12.02 Job postings shall contain the following information: nature of position, knowledge, education, ability and skills required, and wage or salary rate and any other relevant qualifications. Temporary appointments may be made to fill said vacancy for a period not exceeding three (3) months without the requirement to post such vacancy.

12.03 In determining the successful candidate in all moves, transfers, promotions and reinstatements, when qualifications are relatively equal between employees, the Employer shall choose the employee with the highest seniority.

12.04 The qualified bargaining unit applicant for any posting shall be given an opportunity to demonstrate their skill and ability to perform the duties of the position through a fifteen (15) working day probationary period providing such individual meets the minimum education certification and any other qualifications set out in the position description. The employee shall be given appropriate training during this period.

If the employee fails to qualify during this period, he shall be returned to their former position without loss of seniority in such position.

12.05 No employee shall be transferred to a position outside the bargaining unit without their consent.

12.06 (a) The selection or appointment of an employee for a supervisory position or for any position not subject to this Agreement will not be governed by this Agreement. However, if any employee is or has been transferred or appointed to a supervisory position or any position not subject to this Agreement, then the seniority of such employee in the bargaining unit shall cease to accumulate as of the date of the promotion. In the event that he is transferred back in accordance with 12.06 (b), seniority shall be placed to his credit equal to his service attained as a member of the bargaining unit.

(b) Should in the opinion of the employer, the employee prove to be unsatisfactory in the position not subject to this agreement within ninety (90) calendar days, the employee shall be returned to their former position. Such reversion shall not be the subject of a grievance.

(c) An employee returning to the bargaining unit from a position not subject to this Agreement within ninety (90) calendar days from the date of transfer or appointment shall return to their previous position with no loss of seniority.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

13.01 The normal work week shall consist of five (5) days, Sunday to Saturday inclusive, a total of forty (40) hours. A normal work day shall consist of eight and one-half (8 ½) consecutive hours, with a one-half (½) hour unpaid lunch at mid-shift. Travel time to/from lunch is not paid, and any employee required travel time shall not be included in one-half (½) hour lunch period.

Any time worked in excess of the normal work day or work week shall be considered overtime and shall be paid at the rate of one and one half (1 ½) times the normal rate of pay.

All employees shall be paid a shift premium based on the following schedule:

AFTERNOONS	WEEKENDS	LEAD HAND
\$.80 per hour	\$.90 per hour	\$1.15 per hour

Note: Lead Hand is the highest seniority employee on shift. Weekends shall be considered to be Saturday and Sunday. Premium for after 3:30pm and on weekends.

No pyramiding of shift premiums is allowed.

- 13.02 Every employee may, with the approval of the applicable Supervisor, or the Manager in the absence of the Supervisor, be given "time off" in lieu of payment for overtime.

Such time off will be at the applicable rate of overtime with employees being allowed to accumulate a maximum of sixteen (16) hours overtime, calculated to the extent that there be no more than twenty-four (24) hours straight time off in lieu of payment of overtime. The sixteen (16) hours can only be banked once per year, and cannot be renewed.

All unused overtime banks as of November 1 will be paid out for the following pay period.

- 13.03 (a) Overtime in the department for any work ordinarily performed by employees covered by this Agreement shall be initially offered by highest seniority at the start of the season with subsequent overtime offered to the next senior employee and so on, on a rotational basis.
- (b) Upon notification by the Union, any employee who fails to be called out, whereas the seniority order was not followed by individual(s) doing the calling out, shall be entitled to those hours of pay he/she would have otherwise worked had they been called unless the inequity can be rectified by a later call-out within fourteen (14) calendar days.

When missed overtime requires correction, the employee will be offered the total overtime hours missed in one consecutive shift per day missed. For example, if four (4) overtime hours were missed on one day, the employee will be entitled to work four (4) overtime hours in one continuous period on an alternate day. Such hours will not be divided into two (2) or more periods of time.

- (c) Employees shall not be called in while on vacation or on a rest period unless there is a shortage of staff and/or the employee possesses a particular expertise.
- (d) For the purposes of overtime any vacation, sick, bereavement, etc. shall be known as time off. The following rules shall be observed. Time off starts at the end of the regularly scheduled shift of the last day worked and ends at the start of the regularly scheduled shift of the next scheduled work day.
- (e) It may not be required to utilize the rotational overtime list in the event that an existing job extends beyond the regular work day. It is further understood the person or crew on the job shall be offered the overtime opportunity to maintain job continuity to complete a current task. In the event that additional staff are required the rotational overtime list shall be utilized.

- 13.04 All call-ins for sick calls or open shifts will be done using the seniority of 701.1 on a rotational basis. All overtime lists will be posted and updated as changes to the overtime list occur.
- 13.05 Rotational schedule of days, afternoons, and weekends with a minimum of four (4) days off in a two (2) week calendar period for a total of eighty (80) hours bi-weekly. Schedules will be available one week after vacation requests have been submitted in accordance with sub-article 9.03 (schedule subject to change as per Article 13.06).
- 13.06 If the Employer needs to change a shift due to operational requirements, employees must be given a minimum of seven (7) calendar days advance notice in writing. The assigned shift hours outside regular hours of article 13.01 shall be at regular wages subject to applicable premium and overtime if applicable.
- 13.07 All employees shall be entitled to two (2) ten (10) minute breaks in an eight hour shift with breaks at the mid-point of each half of the shift with a lunch break at mid-shift of the eight hour shift.
- 13.08 Students hired in the Public Works Department who perform work of a similar nature to seasonal employees shall be required to work the same schedule as seasonal employees. Students shall not be permitted to work overtime until all seasonal employees have first been afforded the opportunity to work the available overtime.

ARTICLE 14 – ALLOWANCES AND CLOTHING

- 14.01 (a) Seasonal employees shall be entitled to a clothing allowance in accordance with the attached points based schedule. Each employee shall acquire and maintain all related safety clothing as required by the department.

Any of the items issued under this Article must be returned to the immediate supervisor when they are of no further use for the job which they have been supplied or upon the employee no longer being employed by the Corporation.

Clothing Item	Point	Point Allowance
Safety Pants – Ago	70	Allotment during the first year of employment: 650 points
Safety Pants	40	
Cap	10	
Safety Shirt Summer	25	
Safety Shirt Winter	60	
Safety Coverall Unlined	110	
Safety Coverall Lined	150	
Safety Jacket Unlined	95	Annual allotment after the first year of employment: 450 points
Safety Jacket Lined	140	
Safety Parka	175	
Safety Boots	165	
Safety Winter Rubber Boots	205	
Safety Rain Suit	110	

<i>Note – Unused point value of 135 or less may be carried over to the following year</i>		
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- (b) Safety equipment will be provided to all employees as required.
- (c) Town issued clothing must be worn at all times while on duty except with the written authorization of a Supervisor to the contrary.

ARTICLE 15 – LAYOFF AND RECALL

15.01 (a) In the event of a proposed lay-off of a permanent or long-term nature or the elimination of a position within the bargaining unit, the employer shall:

- (i) provide to the affected employee(s) and Union no less than three (3) weeks written notice of lay-off or pay in lieu thereof.

In the event of a proposed lay-off of a short-term nature, short-term being defined as four (4) weeks or less duration, the employer shall provide to the affected employees no less than (1) week written notice of lay-off or pay in lieu thereof. Copy of such notice shall be sent to the union.

- (b) In the case of a major disruption that is beyond the employer's control the above clause will not take effect, but the Employment Standards Act provisions shall prevail.

No notice of layoff shall be required when employees have completed their seasonal employment effective November 30 or on the last working day of the previous week, should the employee elect to do so. Records of employment shall indicate that employees are laid off due to shortage of work rather than terminated.

Unforeseen circumstances such as inclement weather shall not be deemed to be a layoff. In the event of inclement weather, employees may volunteer to leave work early, without pay, and such decision will be the sole discretion of the Supervisor or designate. In the event that more than one employee volunteers to leave work early, without pay, seniority shall be the governing factor. If an insufficient number of employees do not volunteer to leave work early, the Supervisor or designate shall send employees home, without pay, on a rotational seniority basis.

15.02 Employees shall be laid off in the reverse order of seniority. Employees who are in positions that have been rendered redundant, or are being bumped have the option of:

- (a) accepting the layoff and being placed on the recall list for a maximum of twelve (12) months;
- (b) bumping the least senior employee in the classification to retain his/her job, provided that the retained employees have the qualifications to perform the job into which he/she is bumping, and that the employee electing to bump into a new position possesses the required qualifications to perform the job in the opinion of the Corporation.

Management retains the right to deem an applicant qualified subject to the grievance procedure.

15.03 Recall

In the event of lay-offs, the Corporation agrees that it will offer employment to employees affected by lay-offs prior to engaging any new employee for similar work within the bargaining unit, provided that the employee meets the requisite qualifications as outlined in the position description.

- (a) Employees will be recalled in order of seniority.
- (b) Employees on the recall list are required to keep the Corporation apprised of their current address, telephone number and email address. Notice of recall shall be by registered letter to the last address recorded with the Corporation, or in a manner acceptable to both Parties. The employee will be required to report to work within one (1) calendar week of receipt of notice unless there is good reason for another time period that is agreed between management and the Union.

Employees shall retain their right to recall for a period of twelve (12) months from their last day of work.

ARTICLE 16 – JOB SECURITY

16.01 In the event of a layoff, the Corporation agrees that it will offer employment to employees affected by layoff prior to engaging any new employee for similar work, provided that the employee's past experience and qualifications, qualifies him/her for the position, within the bargaining unit.

16.02 No Contracting Out

Employees in this bargaining unit shall not be laid off or discharged, directly or indirectly, as a result of the Corporation contracting out work during the period April 1 to November 30.

16.03 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit, shall not perform the duties of any jobs which are included in the bargaining unit, except in cases mutually agreed upon, in writing, by the Parties. It is recognized that non-union employees may do bargaining unit work only in the case of an emergency where the employer has been unable to find a union employee to perform the emergency work.

Notwithstanding Article 16.03, it is agreed that the Corporation has the right to hire a number of employees, the position titles of which are set out in sub-article 1.02, for the purpose of staffing the recreational facilities and carrying out the recreational programs within the Culture and Recreation Department of the Corporation. Article 7 respecting the grievance and arbitration procedure shall not apply to part time Recreation staff as listed in sub-article 1.02.

ARTICLE 17 – SAFETY

- 17.01 The Corporation shall observe all reasonable precautions for the safety of its employees and shall supply such safety equipment as is necessary. The Corporation and the Union shall abide by the prevailing Health & Safety legislation.
- 17.02 All members shall use the safety equipment provided and shall co-operate with the Corporation on the prevention of accidents and shall, from time to time, make recommendations to the Corporation as to the prevention of accidents.
- 17.03 A first aid kit shall be supplied by the Corporation for seasonal employees.
- 17.04 The Corporation and the Union shall abide by the Ontario Occupational Health and Safety Act.
- 17.05 The Employer and Union do not condone nor will they tolerate harassment, discrimination or violence in the workplace. In the event that an allegation of harassment, discrimination or violence does occur, the aggrieved employee shall be entitled to file a complaint under the respective Corporation policies dealing with harassment, discrimination or violence.

ARTICLE 18 – LEAVE OF ABSENCE

18.01 Local Union Office

Leave of absence without loss of seniority or occupational classification will be granted to a Union member employee to attend business meetings, seminars, and conventions of the Union provided that the leave of absence shall be limited to one person at any one time and providing that the Corporation is notified in writing a minimum of three (3) weeks in advance. Employees on leave of absence while attending business meetings, seminars, conventions, will receive their regular pay and benefits for such period of absence and the Corporation shall bill the Treasurer of the Local for all wages and benefits received during such absence. The Union agrees to reimburse the Corporation within seven (7) calendar days of receipt of the billing invoice.

18.02 Union Leave

Any employee who is elected or selected for a full time position with the Union shall be granted leave of absence without pay by the Corporation and, while on such leave of absence, shall enjoy uninterrupted seniority, such leave not to exceed one (1) year. Notice of desire for such leave shall be given to the Corporation in writing at least sixty (60) days before the commencement date of the leave. If a request for leave is denied, it will not be subject to the grievance procedure. While on such leave of absence the employee shall be entitled to be covered by the Corporation benefit plans subject to the employee paying or arranging for the payment of the premiums for the above mentioned benefit plans.

18.03 Bereavement

- (a) Leave of absence of three (3) days without loss of pay will be granted to an employee attending the funeral of his/her family. Family is defined as his/her spouse, common-in-law spouse, son, daughter, step-child, father, father-in-law, mother, mother-in-law, step-parent, sister, step-sister, brother, step-brother, grandparents, brother-in-law and sister-in-law, grandchild. Bereavement days to be taken in the seven (7) day period following the date of death. Such leave of absence may be extended in consideration of circumstances and location.
- (b) A one (1) day leave of absence without pay will be granted to an employee attending the funeral of his/her grandparents-in-law, aunt, aunt-in-law, uncle and uncle-in-law.

18.04 When an employee is absent due to attendance at a military hospital for observation, examination or treatment in connection with any disability sustained by said employee as a result of military service, the Corporation shall grant a leave of absence for a period of time no longer than 12 months.

18.05 Leave of Absence – Without pay

The Corporation may grant a personal leave of absence without pay and without loss of seniority to any employee requesting such leave for a good and sufficient reason as determined by the Director of Human Resources. Such leave shall not exceed two (2) weeks. The denial of such request shall not be the subject matter of a grievance. Employees shall not be permitted to request a leave of absence in order to perform work for an alternate employer.

18.06 Emergency Leave

Any employee covered by this Agreement will be granted an emergency leave in accordance with the Employment Standards Act 2000.

18.07 Pregnancy, Parental, and Paternity Leave

Pregnancy, parental, and paternity leave shall be granted in accordance with the Employment Standards Act.

18.08 When an employee decides to return to work after parental or pregnancy leave, they shall provide the Corporation notice as required by the *Employment Standards Act*. On return from parental or pregnancy leave, the employee shall be placed at least, in their former position. If the former position no longer exists, they shall be placed in a position of equal classification at the same rate of pay, in accordance with the lay-off and recall procedures of this agreement.

ARTICLE 19 – GENERAL CONDITIONS

19.01 Any rights of management which are specifically mentioned in this Agreement and which are not contrary to its intention shall continue in full force and effect for the duration of this Contract.

- 19.02 In the event that any other employees of the Corporation engage in a legal strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines if in the employees' opinion, their health and safety would be compromised in accordance with the Occupational Health and Safety Act.
- 19.03 It is agreed that a committee be formed consisting of Union and Management to meet monthly or as otherwise mutually agreed upon to discuss mutual problems.
- 19.04 The Corporation agrees that no employee shall, in any manner, be discriminated against, because of his/her race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or disability.
- 19.05 The Corporation shall provide a confidential EAP program for all employees, and the Employer shall pay 100% of the cost of such benefit.
- 19.06 The parties agree that there shall be no discrimination exercised or practiced with respect to any employee by reason of the protected provision of The Ontario Human Rights Code, as amended from time to time. For the purposes of information, the current protected provisions of The Ontario Human Rights Code are: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status, or handicap.

The Employer recognizes that no employee shall be subject to harassment. Reference to harassment is as set out in the Ontario Human Rights Code and the Ontario Occupational Health and Safety Act, as amended from time to time.

ARTICLE 20 – MERGERS & AMALGAMATIONS

20.01 Mergers or Amalgamations

In the event the employer merges or amalgamates with any other body, the employer undertakes to ensure its best effort that:

- 1) Unionized employees shall be credited with all seniority rights with the new employer.
- 2) All service credits relating to vacation with pay, sick leave credits, pensionable service, and other benefits shall be recognized by the new employer.
- 3) All work and services now performed by members of the Canadian Union of Public employees shall continue to be performed by CUPE members with the new employer.
- 4) Condition of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employers.
- 5) No employee shall suffer a loss of employment as a result of merger.
- 6) Preference in location of employment in the merged municipality shall be on the basis of seniority.

SCHEDULE A – WAGE GRID

	Year	01-Apr-21	01-Apr-22	01-Apr-23	01-Apr-24	01-Apr-25	01-Apr-26
		\$0.46	\$0.75	\$0.77	\$0.80	\$0.89	\$0.92
Seasonal Worker	4	\$25.00	\$25.75	\$26.52	\$27.32	\$28.21	\$29.13
	3	\$24.49	\$25.24	\$26.01	\$26.81	\$27.70	\$28.62
	2	\$23.98	\$24.73	\$25.50	\$26.30	\$27.19	\$28.11
	1	\$23.47	\$24.22	\$24.99	\$25.79	\$26.68	\$27.60

Increases reflect a market adjustment.

Both the Union and the Employer agree that all rates of pay have been adopted in complete satisfaction of Bill 148. Further, both the Union and Employer agree that the work performed by CUPE 701.1 and CUPE 701 is not substantially the same as defined by Bill 148.

Letter of Understanding

Between

Town of LaSalle

And


The Canadian Union of Public Employees and its Local 701.1

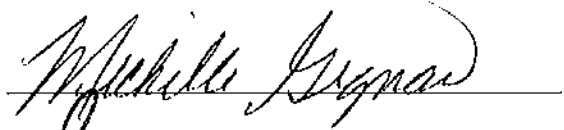
Re: Article 14 – Allowance and Clothing

The Employer agrees to add a non-reversible safety vest to the list of clothing items as outlined in Article 14.01, effective January 1, 2025. Point range estimated to be approximately 90 points.

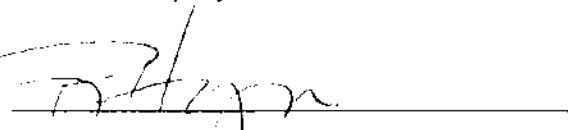
Dated at LaSalle this 11th day of JUNE, 2024.

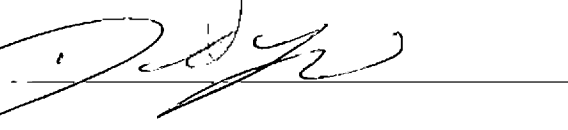
For the Union

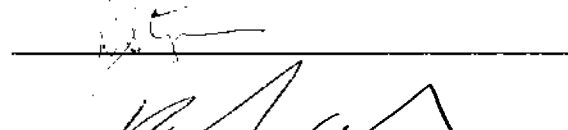


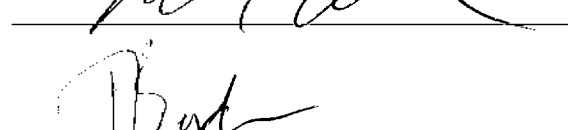


For the Employer









Letter of Understanding

Between

The Corporation of the Town of LaSalle

And

The Canadian Union of Public Employees and its Local 701.1

Re: Sub-article 10.03 – Seniority

The parties agree to the ranking of seniority for all employees as follows:

Town of LaSalle			
Seniority Report by Original Hire Date			
Union	Number	Name	Original Hire Date
CUPE 701.1	13249	Paroian, Jason	5/28/2007
CUPE 701.1	13490	McConville, Derek	9/14/2010
CUPE 701.1	14084	Heedo, Chris	4/11/2022
CUPE 701.1	13780	Gignac, Michelle	4/25/2022

Dated at LaSalle this 11th day of June, 2024.

For the Union

Derek McConville
Michelle Gignac

For the Employer

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Letter of Understanding

Between

The Corporation of the Town of LaSalle

And

The Canadian Union of Public Employees and its Local 701.1

RE: Article 13 - Hours of Work (Grandparenting current employees)

The parties agree that Derek McConville, Jason Paroian, Chris Heedo, and Michelle Gignac will be grandparented to the following paragraphs from Article 13, which applies to these employees only:

13.01 The normal work week shall consist of five (5) days, Sunday – Saturday inclusive, a total of forty (40) hours. A normal work day shall consist of a day shift of eight and one-half (8 ½) consecutive hours, 7:00 a.m. to 3:30 p.m. with a one-half (½) hour unpaid lunch at mid-shift. Travel time to/from lunch is not paid, and any employee required travel time shall not be included in one-half (½) hour lunch period.

Any time worked in excess of the normal work day or work week shall be considered overtime and shall be paid at the rate of one and one half (1 ½) times the normal rate of pay.

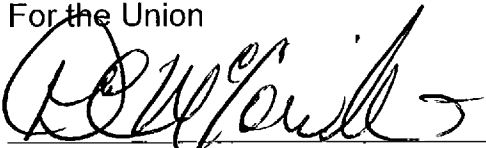
(All other paragraphs of article 13.01 of the collective agreement apply).

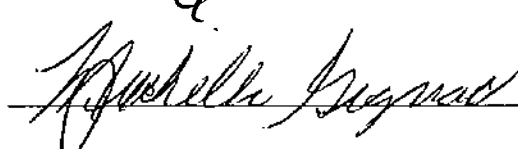
13.05 Rotational schedule of days and weekends with a minimum of four (4) days off in a two (2) week calendar period for a total of eighty (80) hours bi-weekly. Schedules will be available one week after vacation requests have been submitted in accordance with sub-article 9.03 (schedule subject to change as per Article 13.06).

Article 13 of the collective agreement will apply to all new employees hired after April 29, 2024.

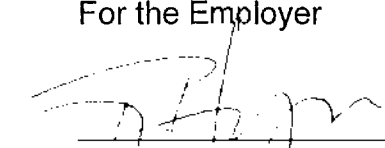
Dated at LaSalle this 11th day of JUNE, 2024.

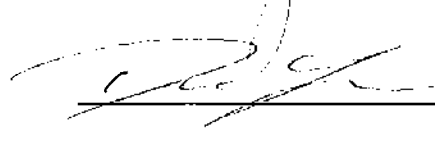
For the Union

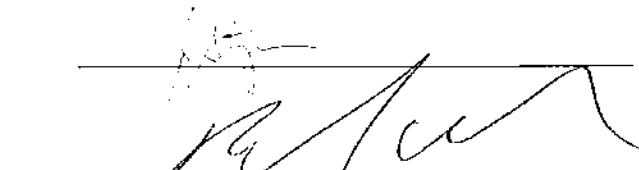





For the Employer









Letter of Understanding

Between

The Corporation of the Town of LaSalle

And

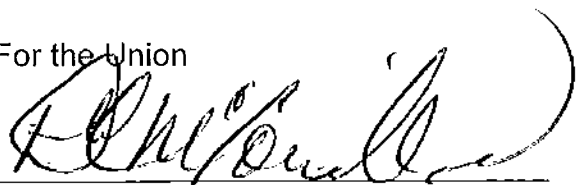
The Canadian Union of Public Employees and its Local 701.1

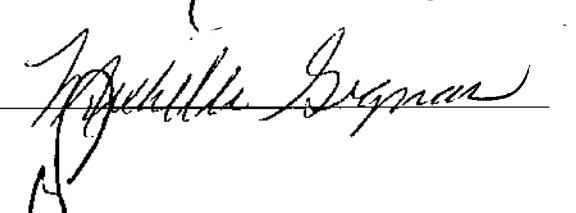
RE: Overtime Premium

Effective April 1, 2023 the parties agree that the Town will provide all members of the bargaining unit with a premium of \$3.00 for each overtime hour worked. The overtime premium will be paid weekly.

Dated at LaSalle this 11th day of JUNE, 2024.

For the Union





For the Employer

